

EXHIBIT HH



OLD REPUBLIC UNION INSURANCE COMPANY

307 N. Michigan Avenue, Chicago, Illinois, 60601 | T: 312.346.8100

Self-Insured Package Policy



INSURANCE IS PROVIDED BY
THE COMPANY DESIGNATED ON THE DECLARATION PAGE

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

OLD REPUBLIC UNION INSURANCE COMPANY

307 N. Michigan Avenue
Chicago, Illinois 60601
A Stock Company

A handwritten signature in black ink, appearing to be "James H. [unclear]", enclosed in a thin black rectangular box.

Secretary

A handwritten signature in black ink, appearing to be "R. S. [unclear]".

President

OLD REPUBLIC UNION INSURANCE COMPANY
307 N. Michigan Avenue; Chicago, Illinois 60601

SELF-INSURED PACKAGE POLICY COMMON POLICY DECLARATIONS

NOTICE: This insurance policy is delivered as surplus line coverage under the Louisiana Insurance Code. In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association which guarantees only specific types of policies issued by insurance companies authorized to do business in Louisiana. This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:

Signature of Licensed Louisiana Surplus Lines Broker or Authorized Representative

Printed Name of Licensed Louisiana Surplus Lines Broker LA R.S. 22:855

NAMED INSURED: Louisiana Sheriff's Law Enforcement Program (LSLEP) and those Sheriffs in the State of Louisiana specifically scheduled in this policy together with their successors as Sheriff.

MAILING ADDRESS: 1175 Nicholson Drive, Baton Rouge, LA 70802

BROKER OF RECORD: Mark Tammariello – Hub International Limited
MAILING ADDRESS: 3861 Ambassador Caffery Parkway, Suite 550, Lafayette, LA 70503

SURPLUS LINES AGENT: George Michael McFarlane – HUB International Limited
MAILING ADDRESS: 3861 Ambassador Caffery Parkway, Suite 500, Lafayette, LA 70503

LICENSE NUMBER: 318226

POLICY PERIOD: FROM: 07/01/2020 TO: 07/01/2021
12:01 am standard time at the mailing address of the first named insured.

PREMIUM: [REDACTED] annual, minimum and deposit. Coverage applies only when a limit is shown in the Limits of Insurance schedule.

Premium payment is due in four installments.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

POLICY NUMBER: 822000 1168616

CLAIMS ADMINISTRATOR: Mount Claims Services, LLC. d/b/a PARAMOUNT CLAIMS
MAILING ADDRESS: PO Box 82295, Lafayette, LA 70598

LIMITS OF INSURANCE SCHEDULE

PROPERTY COVERAGE PART

PROPERTY PER LOSS:

NOT COVERED

CRIME COVERAGE PART

MONEY AND SECURITIES:

NOT COVERED

FORGERY OR ALTERATION:

NOT COVERED

EMPLOYEE DISHONESTY:

NOT COVERED

AUTOMOBILE COVERAGE PART

AUTOMOBILE LIABILITY PER ACCIDENT:

NOT COVERED

GARAGEKEEPERS' LEGAL LIABILITY PER ACCIDENT:

NOT COVERED

AUTOMOBILE PHYSICAL DAMAGE PER ACCIDENT:

NOT COVERED

MEDICAL PAYMENTS PER PERSON:

NOT COVERED

MEDICAL PAYMENTS PER ACCIDENT:

NOT COVERED

GENERAL LIABILITY COVERAGE PART

GENERAL LIABILITY PER CLAIM, PER MEMBER:

AR SIPP 99 61 05 20

GENERAL LIABILITY ANNUAL AGGREGATE, PER MEMBER:

AR SIPP 99 61 05 20

LIQUOR LIABILITY:

INCLUDED

INCIDENTAL MEDICAL MALPRACTICE:

INCLUDED

MEDICAL PAYMENTS PER PERSON:

NOT COVERED

MEDICAL PAYMENTS PER OCCURRENCE:

NOT COVERED

FIRE DAMAGE LEGAL LIABILITY:

INCLUDED

GENERAL LIABILITY RETROACTIVE DATE:

AR SIPP 99 62 05 20

LAW ENFORCEMENT LIABILITY COVERAGE PART

LAW ENFORCEMENT LIABILITY PER CLAIM,
PER MEMBER:

INCLUDED IN
GENERAL LIABILITY

LAW ENFORCEMENT LIABILITY ANNUAL AGGREGATE,
PER MEMBER:

INCLUDED IN
GENERAL LIABILITY

INCIDENTAL MEDICAL SERVICES:

INCLUDED

MEDICAL PAYMENTS PER PERSON:

NOT COVERED

MEDICAL PAYMENTS PER OCCURRENCE:

NOT COVERED

LAW ENFORCEMENT LIABILITY RETROACTIVE DATE:

AR SIPP 99 62 05 20

ERRORS AND OMISSIONS LIABILITY COVERAGE PART

ERRORS AND OMISSIONS LIABILITY PER CLAIM,
PER MEMBER:

AR SIPP 99 61 05 20

ERRORS AND OMISSIONS LIABILITY ANNUAL AGGREGATE,
PER MEMBER:

AR SIPP 99 61 05 20

EMPLOYMENT PRACTICES:

INCLUDED

SEXUAL HARASSMENT LIABILITY:

INCLUDED

ERRORS AND OMISSIONS LIABILITY RETROACTIVE DATE:

AR SIPP 99 62 05 20

EMPLOYMENT PRACTICES RETROACTIVE DATE:

AR SIPP 99 62 05 20

SEXUAL HARASSMENT LIABILITY RETROACTIVE DATE:

AR SIPP 99 62 05 20

SEXUAL ABUSE LIABILITY COVERAGE PART

SEXUAL ABUSE LIABILITY PER CLAIM,
PER MEMBER:

INCLUDED IN ERRORS
AND OMISSIONS
LIABILITY

SEXUAL ABUSE LIABILITY ANNUAL AGGREGATE,
PER MEMBER:

INCLUDED IN ERRORS
AND OMISSIONS
LIABILITY

SEXUAL ABUSE LIABILITY RETROACTIVE DATE:

AR SIPP 99 62 05 20

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY PER CLAIM, PER MEMBER:	INCLUDED IN GENERAL LIABILITY
EMPLOYEE BENEFITS LIABILITY ANNUAL AGGREGATE, PER MEMBER:	INCLUDED IN GENERAL LIABILITY
EMPLOYEE BENEFITS LIABILITY RETROACTIVE DATE:	AR SIPP 99 62 05 20

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE PART

WORKERS' COMPENSATION PER ACCIDENT OR DISEASE:	NOT COVERED
EMPLOYER'S LIABILITY PER ACCIDENT OR DISEASE:	NOT COVERED

AGGREGATE LOSS FUND PROTECTION

LOSS FUND PROTECTION ANNUAL AGGREGATE:	NOT COVERED
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SELF-INSURED RETENTIONS SCHEDULE

PROPERTY COVERAGE PART

PROPERTY PER LOSS:	NOT COVERED
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CRIME COVERAGE PART

MONEY AND SECURITIES:	NOT COVERED
FORGERY OR ALTERATION:	NOT COVERED
EMPLOYEE DISHONESTY:	NOT COVERED

AUTOMOBILE COVERAGE PART

AUTOMOBILE LIABILITY PER ACCIDENT:	NOT COVERED
GARAGEKEEPERS'LEGAL LIABILITY PER ACCIDENT:	NOT COVERED
AUTOMOBILE PHYSICAL DAMAGE PER ACCIDENT:	NOT COVERED
MEDICAL PAYMENTS PER PERSON:	NOT COVERED
MEDICAL PAYMENTS PER ACCIDENT:	NOT COVERED

GENERAL LIABILITY COVERAGE PART

GENERAL LIABILITY PER CLAIM, PER MEMBER:	\$100,000
LIQUOR LIABILITY:	INCLUDED
INCIDENTAL MEDICAL MALPRACTICE:	INCLUDED
MEDICAL PAYMENTS PER PERSON:	NOT COVERED
MEDICAL PAYMENTS PER OCCURRENCE:	NOT COVERED
FIRE DAMAGE LEGAL LIABILITY:	INCLUDED

LAW ENFORCEMENT LIABILITY COVERAGE PART

LAW ENFORCEMENT LIABILITY PER CLAIM, PER MEMBER:	INCLUDED IN GENERAL LIABILITY
INCIDENTAL MEDICAL SERVICES:	INCLUDED
MEDICAL PAYMENTS PER PERSON:	NOT COVERED
MEDICAL PAYMENTS PER OCCURRENCE:	NOT COVERED

ERRORS AND OMISSIONS LIABILITY COVERAGE PART

ERRORS AND OMISSIONS LIABILITY PER CLAIM, PER MEMBER:	\$100,000
EMPLOYMENT PRACTICES:	INCLUDED
SEXUAL HARASSMENT LIABILITY:	INCLUDED

SEXUAL ABUSE LIABILITY COVERAGE PART

SEXUAL ABUSE LIABILITY PER PER CLAIM, PER MEMBER:	INCLUDED IN ERRORS AND OMISSIONS LIABILITY
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EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY PER CLAIM, PER MEMBER:	INCLUDED IN GENERAL LIABILITY
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WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE PART

WORKERS' COMPENSATION PER ACCIDENT OR DISEASE:	NOT COVERED
EMPLOYER'S LIABILITY PER ACCIDENT OR DISEASE:	NOT COVERED

AGGREGATE LOSS FUND PROTECTION

LOSS FUND:	NOT COVERED
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FORMS AND ENDORSEMENTS ATTACHING TO THIS POLICY

FORM NUMBER	FORM NAME
SIPP 0000 01 19	Self-Insured Package Policy
AR SIPP 03 08 09 19	Nuclear, Biological, Chemical and Radiological Exclusion
AR SIPP 03 11 09 19	Punitive Damages Amendment
AR SIPP 08 05 07 19	Limited Coverage for Designated Unmanned Aircraft
AR SIPP 08 09 09 19	Employee Benefits Liability Coverage Included with the General Liability Coverage Part (Claims-Made)
AR SIPP 10 01 09 19	Law Enforcement Liability Coverage Included with the General Liability Coverage Part (Claims-Made)
AR SIPP 13 02 09 19	Sexual Abuse Liability Coverage Part Included with Errors and Omissions Liability Coverage Part (Claims-Made)
AR SIPP 20 00 09 19	Claim Notice
AR SIPP 20 01 09 19	Service of Process
AR SIPP 20 57 02 20	Exclusion of Certified Acts of Terrorism (General Liability)
AR SIPP 99 60 05 20	Schedule of Participating Members
AR SIPP 99 61 05 20	Schedule of Participating Members' Limits
AR SIPP 99 62 05 20	Schedule of Participating Members' Retroactive Dates
AR SIPP 99 63 05 20	Combined Annual Aggregate Limit
AR SIPP 99 64 05 20	Annual Aggregate Deductible
AR SIPP 99 65 05 20	Common Policy Conditions, Definitions and Exclusions Amendment
AR SIPP 99 66 05 20	Law Enforcement Liability Amendments
AR SIPP 99 67 05 20	Additional Insured - Designated Person or Organization for Designated Activities or Operations
AR SIPP 99 68 05 20	Tax Collection
AR SIPP 99 69 05 20	Communicable Disease Exclusion
AR SIPP 99 70 05 20	Louisiana Changes - Cancellation and Nonrenewal

OLD REPUBLIC UNION INSURANCE COMPANY
307 N. Michigan Avenue; Chicago, Illinois 60601

SELF-INSURED PACKAGE POLICY

COMMON POLICY CONDITIONS

Throughout this policy, the words 'you' and 'your' refer to the **named insured** in the Common Policy Declarations. The words 'we', 'us' and 'our' refer to the insurance company providing this insurance.

Other words and phrases that appear in **bold** have special meaning - refer to either the Common Policy Definitions or specific Coverage Part Definitions. Other words and phrases that appear in CAPITAL LETTERS are titles.

All coverage parts of this policy are subject to the following conditions, unless otherwise noted:

1. ASSIGNMENT

Your rights and duties under this policy may not be transferred without our prior written consent.

2. BANKRUPTCY

In the event of bankruptcy, insolvency, or receivership of the **insured**, this policy shall not apply as a replacement of any applicable Self-Insured Retention(s) and our applicable Limit(s) will apply only in excess of the applicable Self-Insured Retention shown on the Common Policy Declarations.

3. CANCELLATION

- A. The first **named insured** shown on the Common Policy Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- B. We may cancel this policy by mailing or delivering to the first **named insured** written notice of cancellation at least:
 - 1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - 2) The number of advance days before the effective date of cancellation required to comply with state regulatory requirements if we cancel for any other reason.
- C. We will mail or deliver our notice to the first **named insured's** mailing address shown on the Common Policy Declarations.
- D. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
- E. If this policy is cancelled, we will send the first **named insured** any premium refund due. If we cancel, the refund will be calculated on a pro rata basis. If the first **named insured** cancels, the refund will be calculated on a short rate basis. If Aggregate Loss Fund Protection is purchased, the first **named insured** is responsible for the full amount of the Loss Fund identified in the Self-Insured Retentions Schedule of the Common Policy Declarations.
- F. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first **named insured** shown on the Common Policy Declarations is authorized to request changes in terms and conditions of this policy with our agreement. This policy's terms can be amended or waived only by endorsement issued by us and made part of this policy.

5. CLAIMS ADMINISTRATION

You are responsible for the administration, investigation and settlement of any **loss, occurrence, accident, claim or suit** covered under this policy. If you contract with any third-party Claims Administrator(s), we must approve such Claims Administrator(s) and their name(s) and address(es) must be listed under Claims Administrator in the Declarations.

OLD REPUBLIC UNION INSURANCE COMPANY

In the event of the termination of your agreement between you and any Claims Administrator, you must notify us 90 days prior to the effective date of such termination and we must approve any new Claims Administrator. Our approval is also required in the event you choose to self-administer your **claims**.

We assume no liability for you or your administration, investigation or settlement of any **loss, occurrence, accident, claim or suit**. This condition survives the termination of this policy, whether termination is due to cancellation, nonrenewal or expiration of this policy.

6. CLASH COVERAGE

If there is a **loss, occurrence, accident, claim** or disease that involves more than one Coverage Part, you will have the benefit of all applicable Coverage Parts, subject to the limits stated in the Common Policy Declarations. However, it is the intent of the policy that only one Coverage Part providing liability coverage will apply to any **occurrence or claim**. If it is determined that any **occurrence or claim** triggers multiple Coverage Parts providing liability coverage the applicable limit will be the highest limit available under any one Coverage Part. You will only be responsible for one Self-Insured Retention. The amount of your Self-Insured Retention for a **loss, occurrence, accident, claim** or disease that involves more than one Coverage Part will be the Self-Insured Retention for the Coverage Part with the largest dollar amount of **loss**.

7. CONFLICTING STATUTES

If any terms of this policy conflict with the statutes of the state in which this policy is issued, those terms are amended to conform to such statutes.

8. CURRENCY

Whenever the word "Dollars" or the "\$" sign appears in this policy, they shall be construed to mean United States Dollars and all transactions under this policy shall be in United States Dollars.

9. DUTIES IN THE EVENT OF A LOSS, OCCURRENCE, ACCIDENT, CLAIM, SUIT OR DISEASE

A. You or your Claims Administrator must notify us as soon as practicable of a **loss, occurrence, accident, claim, suit** or disease which appears reasonably likely to involve indemnification from us to you under this policy in writing. Written notice should be as complete as possible and should include the following items at a minimum:

- 1) How, when and where the **loss, occurrence, accident, claim, suit** or disease took place;
- 2) The **insured's** name and address;
- 3) The names and addresses of any persons seeking damages, injured persons and witnesses; and
- 4) A description outlining the nature of any **loss, occurrence, accident, claim, suit** or disease and any resulting injury or damage.

Once someone in your legal department, risk management department, claims department or any of your elected, appointed or employed officials receives notice of a **loss, occurrence, accident, claim, suit** or disease which appears reasonably likely to involve this policy, those individuals and all other **insureds** must secure all your rights of recovery against any person or organization responsible for the **loss** and do nothing to impair those rights.

- B. You or your Claims Administrator must record the specifics of the **loss, occurrence, accident, claim, suit** or disease, including all demands, notices, summonses, or legal papers, the date received and notify us as soon as practicable. Notice shall be deemed given as soon as it is given to us by the department, person or contracted Claims Administrator.
- C. If we choose to associate with you for the defense of a **claim or suit**, you and any other **insureds** involved in such **claim or suit** must:
- 1) Authorize us to obtain records and other information;
 - 2) Cooperate with us in the investigation, settlement or defense of the **claim or suit**; and
 - 3) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of injury or damage to which this policy may also apply.

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- D. You, or your Claims Administrator must notify us immediately of any **loss, occurrence**, accident, **claim, suit** or disease which:
- 1) Results in the establishment of a reserve, reasonably requires the establishment of a reserve, or involves damages that exceed 50% of the applicable Self-Insured Retention; or
 - 2) Involves any of the following:
 - a. Death;
 - b. Amputation or **loss of use** of a major extremity;
 - c. Any injury to the head, brain or spinal cord;
 - d. Blindness;
 - e. Multiple fractures;
 - f. Any paralysis or loss of sensation of a major extremity;
 - g. Massive internal injury to any major body organ;
 - h. Third degree burns involving more than 20% of the body, or second degree burns involving more than 50% of the body;
 - i. Any injury that reasonably appears as though it will cause a disability that will last more than one year;
 - j. Use of a firearm resulting in **bodily injury** to anyone;
 - k. Any class action **suit**;
 - l. Any **claim** involving rape or **sexual abuse**; or
 - m. Any **suit** involving land use.

Notice given by or on behalf of the **insured** to us with details sufficient to identify the **insured** and the nature of the **claim** and alleged injuries shall be considered notice to us.

- E. You must notify law enforcement authorities if any **loss, occurrence**, accident, **claim, suit** or disease involves a violation of the law.
- F. You must take all reasonable steps to protect the property, including any **automobile**, from further damage and keep record of your expenses necessary to protect the property for consideration in the settlement of the **claim**.
- G. You must agree to examination, under oath, at our request and give us a signed statement of your answers.

10. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the **policy period** and up to three years afterward. There is no time limit to examination and audit of your books and records as they relate to a **loss** or **claim** involving this policy.

11. INSPECTIONS AND SURVEYS

We have the right, but are not obligated to:

- A. Make inspections and surveys at any time;
- B. Give you reports on the conditions we find; and
- C. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

12. LEGAL ACTION AGAINST US

Regarding the liability coverages of this policy, no person or organization has a right to:

- A. Join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- B. Sue us unless all the terms of this policy have been fully complied with.

OLD REPUBLIC UNION INSURANCE COMPANY

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **insured**; but we are not liable for damages that are not payable under the terms of any liability coverage part of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

13. NO DUTY TO DEFEND

This policy does not require us to defend any **suit** or **claim**. However, we will have the right to associate in the defense of any **suit** or **claim** potentially covered under a liability coverage part of this policy. Additionally, we will have the right to control the defense of any **suit** or **claim** against an **insured** where the demand or potential exposure exceeds the Self-Insured Retention. We shall have the right to settle any **claim** that may create indemnification obligations for us under this Coverage Part.

14. NONRENEWAL

- A. If we elect not to renew this policy, we will mail the first **named insured** written notice of nonrenewal in compliance with state regulatory notice requirements prior to the expiration date of this policy.
- B. We will mail or deliver our notice to the first **named insured's** mailing address shown on the Common Policy Declarations.
- C. If notice is mailed, proof of mailing will be sufficient proof of notice.

15. OTHER INSURANCE

This policy provides true excess coverage. All coverage in this policy is excess over any other insurance, unless that other insurance is specifically purchased by you to apply excess of this policy. The Self-Insured Retention may not be satisfied by any other insurance, unless specifically endorsed on this policy as such.

16. RECOVERY

- A. Any recovery, whether made by us or by you shall be paid net of the expense of such recovery in the order and to the party indicated below:
 - 1) First, to you to satisfy any covered **loss** that is in excess of the Limits of Insurance and not covered by any other insurance;
 - 2) Next, to us to satisfy the amount paid to you or on your behalf;
 - 3) Finally, to you to satisfy your Self-Insured Retention.
- B. Recoveries do not include any recovery:
 - 1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - 2) Of original **securities** after duplicates of them have been issued.

17. REPRESENTATION

By accepting this policy, you agree that:

- A. The information provided to us in your submission and application for this policy is a true and complete representation of your exposures;
- B. We have issued this policy based on the understanding that you have provided us a true and complete representation of your exposures; and
- C. Unless otherwise provided by law, this policy is voidable by us in the case of fraud or if you conceal or misrepresent any material facts concerning this policy in your submission to us.

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18. SEPARATION OF INSUREDS

Except with respect to any applicable Limit of Insurance, Self-Insured Retention, and misrepresentation and concealment provisions, the exclusions and conditions applicable to the liability coverages of this policy apply:

- A. As if each **insured** were the only **insured**; and
- B. Separately to each **insured** against whom **claim** or **suit** is brought.

19. TERRITORY

The liability coverages of this policy cover any **loss** or **claim** that you sustain from an **occurrence** or **wrongful act** that takes place anywhere in the world as long as any **suit** is brought in the United States of America, including any of its territories and possessions.

20. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payments under this policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the **loss**, **occurrence**, accident, **suit**, **claim** or disease to impair them.

21. VOLUNTARY PAYMENTS OR ASSUMED OBLIGATIONS

Regarding the liability coverages of this policy no **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation or incur any expense other than for first aid, without our consent.

OLD REPUBLIC UNION INSURANCE COMPANY

SELF-INSURED PACKAGE POLICY

COMMON POLICY DEFINITIONS

All Coverage Parts of this policy are subject to the following DEFINITIONS, unless otherwise noted.

1. **Automobile** means:

- A. Any land motor vehicle, **trailer** or semitrailer designed for travel on public roads; or
- B. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

Automobile does not include **mobile equipment**.

2. **Bodily injury** means injury to a person's body, sickness or disease sustained by a person, including death resulting from any of these, and any mental anguish or shock, sickness, disease, disability, or death associated with or arising from such physical injury.

3. **Claim** means any written demand for monetary damages, or **suit**, made against you.

4. **Claim expense** means:

- A. Reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by us or by you in the investigation and defense of a covered **claim**.
- B. Reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided that we shall have no obligation to apply for or furnish such bond; and
- C. Pre-judgment and post-judgment interest awarded in any **claim**.

Claim expense shall not include wages, salaries, fees or costs of your directors, officers or **employees**. **Claim Expense** shall not include the salaries or administrative costs of your Claims Administrator. **Claim expense** shall be reduced by any recoveries or salvages which have been paid or will be collected.

5. **Computer program** means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send **electronic data**.

6. **Electronic data** means information, facts or **computer programs** stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. **Electronic data** does not apply to your stock of prepackaged software, or to **electronic data** which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

7. **Employee** means a person employed, formerly employed, on leave of absence or disabled, or retired. **Employee** also includes a **leased worker** and a volunteer. **Employee** also includes a **temporary worker**.

8. **Employee benefit program** means a program providing some or all the following benefits to **employees**, whether provided through a **cafeteria plan** (as defined in the Employee Benefits Liability Coverage Part) or otherwise:

- A. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
- B. Profit sharing plans, **employee** savings plans, **employee** stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;

OLD REPUBLIC UNION INSURANCE COMPANY

- C. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - D. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
9. **Employment practices** means any act relating to selection, supervision or dismissal of any **employee**. It also includes the practices, policies, acts or omissions which are employment related.
10. **Fungus** means mold, mildew, or any mycotoxins, spores, scents or by-products produced or released by fungi.
11. **Incidental medical services** means rendering or failure to render emergency or first aid medical services to a person. This includes, but is not limited to dispensing medication, administration of vaccines and other inoculations, blood tests, administration of medicine or tests that are preventative in nature and do not require advanced medical diagnosis. **Incidental medical services** does not include any of the following services provided:
- A. In a hospital, emergency room or any other medical facility that has overnight facilities for patients;
 - B. By a physician, medical doctor, osteopath, chiropractor, resident, extern, intern or physician's assistant;
 - C. By a psychiatrist;
 - D. By a pharmacist; or
 - E. By a dentist, orthodontist, periodontist or other dental physician.
12. **Insured** means the **named insured** or any person or organization qualifying as an **insured** in the WHO IS AN INSURED provision for each coverage part.
13. **Insured contract** means:
- A. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
 - B. A sidetrack agreement;
 - C. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - D. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - E. An elevator maintenance agreement;
 - F. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury, personal injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
14. **Law enforcement activities** means the **insured's** activities while acting as an official, officer, auxiliary officer, **employee, temporary worker** or volunteer of a law enforcement agency or department of the **named insured** while performing a law enforcement function. **Law enforcement activities** do not include **employment practices**.
15. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
16. **Loss** means any monetary amount that an **insured** is obligated to pay because of a **claim** or an amount of **money** lost from destruction or ruin of property.

OLD REPUBLIC UNION INSURANCE COMPANY

17. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
- A. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - B. Vehicles maintained for use solely on or next to premises you own or rent;
 - C. Vehicles that travel on crawler treads;
 - D. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1) Power cranes, shovels, loaders, diggers or drills; or
 - 2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - E. Vehicles not described in Paragraph A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - 2) Cherry pickers and similar devices used to raise or lower workers; or
 - F. Vehicles not described in Paragraph A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** and will be considered **automobiles**:
 - 1) Equipment designed primarily for:
 - a. Snow removal;
 - b. Road maintenance, but not construction or resurfacing; or
 - c. Street cleaning;
 - 2) Cherry pickers and similar devices mounted on **automobile** or truck chassis and used to raise or lower workers; and
 - 3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.
- Mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **automobiles**.
18. **Money** means:
- A. Currency, coins and bank notes in current use and having a face value;
 - B. Traveler's checks and money orders held for sale to the public; and
 - C. Deposits in your account at any financial institution.
19. **Named insured** means the organization identified in the Common Policy Declarations.
20. **Occurrence** means an accident, including a series of continuous or repeated accidents. A series of continuous or repeated accidents shall be deemed one **occurrence**. Only one policy, one Self-Insured Retention and one Limit of Insurance apply to any one **occurrence**.
21. **Other property** means any tangible property other than **money** and **securities** that has intrinsic value. **Other property** does not include **computer programs**, **electronic data** or any property specifically excluded under this insurance.

OLD REPUBLIC UNION INSURANCE COMPANY

22. **Personal injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:
- A. False arrest, detention or imprisonment;
 - B. Malicious prosecution;
 - C. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - D. Oral or written publication, in any manner, of material that slanders, defames or libels a person's character or organization or disparages a person's or organization's goods, products or services;
 - E. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - F. The use of another's advertising idea in your advertisement; or
 - G. Infringement upon another's copyright, trade dress or slogan in your advertisement.
23. **Personal property of others** means that property that is in your care, custody or control; or property that is owned by your officers, partners, members, managers, **employees** and volunteers.
24. **Policy period** means the time the policy is in force between the effective date and expiration date stated in the Common Policy Declarations.
25. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
26. **Property damage** means damage to or loss of use of tangible property.
27. **Securities** means negotiable and nonnegotiable instruments or contracts representing either **money** or property and includes:
- A. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - B. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
- Securities** do not include **money**.
28. **Sexual abuse** means any actual, attempted or alleged criminal sexual conduct of a person by another person, or persons acting in concert, regardless if criminal charges or proceedings are brought, which causes physical and/or mental injuries. **Sexual abuse** includes actual, attempted or alleged sexual molestation, sexual assault, sexual exploitation or sexual injury. **Sexual abuse** does not include **sexual harassment**.
29. **Sexual harassment** means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature of a person by another person, or persons acting in concert, which causes harm when:
- A. Submission to or rejection of such unwelcome conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - B. Such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creates an intimidating, hostile or offensive work environment.
30. **Subsidence** means settling, sinking, slipping, falling, falling away, cave-in, shifting, eroding, sliding, mud flow, rising, tilting or any other movement of land or earth, whether caused by natural events, whether caused by man, or whether otherwise caused.

OLD REPUBLIC UNION INSURANCE COMPANY

31. **Suit** means a civil proceeding in which:

- A. Damages because of **bodily injury, personal injury or property damage**; or
- B. Damages because of an act, error or omission;

to which this insurance applies, are alleged.

Suit includes an arbitration proceeding in which such damages or **costs** or expenses are claimed and to which the **insured** must submit or does submit with our consent, or any other alternative dispute resolution proceeding in which such damages or **costs** or expenses are claimed and to which the **insured** submits with our consent.

32. **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

33. **Theft** means the unlawful taking of property to the deprivation of the **insured**.

34. **Trailer** includes semitrailer.

35. **Unmanned aircraft** means an aircraft that is not:

- A. Designed;
- B. Manufactured; or
- C. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

36. **Wrongful act** means any actual or alleged error or misstatement, omission, act or neglect or breach of duty due to misfeasance, malfeasance and nonfeasance including any discrimination and violation of civil rights.

All **claims** from the same **wrongful act** or series of related **wrongful acts** shall be considered one **wrongful act**.

OLD REPUBLIC UNION INSURANCE COMPANY

SELF-INSURED PACKAGE POLICY COMMON POLICY EXCLUSIONS

All Coverage Parts of this policy, except WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY, are subject to the following exclusions, unless otherwise noted. This insurance does not apply to:

1. Any **loss, occurrence**, accident, **claim** or **suit** arising out of the ownership, maintenance, permit, use or entrustment to others of any aircraft. Use includes the operation of loading and unloading.

This exclusion does not apply to an aircraft that is:

- A. Chartered with a pilot to an **insured**;
- B. Not owned by an **insured**; and
- C. Not being used to carry any person or property for a charge.

2. Any **loss, occurrence**, accident, **claim** or **suit**, arising out of:

- A. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- B. The use of asbestos in constructing or manufacturing any good, product or structure; or
- C. The removal of asbestos from any good, product or structure; or
- D. The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

This exclusion does not apply to **loss** caused by **bodily injury** or **property damage** arising from emergency services or training operations provided by you.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any **loss**, injury or damage or any cost, fine or penalty or for any expense, **claim** or **suit** related to any of the above.

3. Any **loss, occurrence**, accident, **claim** or **suit** arising out of the **insured's** assumption of liability in a written contract or agreement.

This exclusion does not apply to any **loss, occurrence**, accident, **claim** or **suit** for liability:

- A. The **insured** would have in the absence of the written contract or agreement; or
- B. Assumed in a written contract or agreement that is executed prior to the **loss, occurrence**, accident, **claim** or **suit** that is an **insured contract**.

4. Any **loss, occurrence**, accident, **claim**, **suit** or disease in any case of:

- A. Concealment or misrepresentation by any **insured** of a material fact; or
- B. Fraud committed by any **insured**, at any time, and relating to coverage under this policy, except as specifically covered under the Crime Coverage Part.

5. Any **loss, occurrence**, accident, **claim** or **suit** caused by seizure or destruction of property by order of governmental authority.

But we will pay for **loss** from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under the Property Coverage Part.

OLD REPUBLIC UNION INSURANCE COMPANY

6. Any **loss, occurrence**, accident, **claim** or **suit** arising out of:
- A. **Bodily injury** resulting from the ingestion, inhalation or absorption of lead in any form;
 - B. **Property damage** arising from any form of lead;
 - C. **Personal injury** arising from any form of lead;
 - D. Any request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess the effects of lead or;
 - E. Any request by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

7. Any **loss, occurrence**, accident, **claim** or **suit** arising out of, caused by, or resulting from:
- A. The actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungus**, wet or dry rot, or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such **bodily injury** or **property damage**.
 - B. Any **loss** arising out of abatement, testing for, monitoring of, cleanup of, removal of, containment of, treatment of, detoxifying, neutralizing, remediation of, or disposal of, or in any way responding to, or assessing the effects of, **fungus** or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any **fungus** or bacteria that are part of, or contained in, a good or product intended for bodily consumption.

8. Any **loss, occurrence**, accident, **claim** or **suit** arising out of nuclear reaction or radiation, or radioactive contamination, however caused.

However, if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the loss caused by that fire.

9. Pollution

- A. **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - 1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**;
 - 2) At or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - 3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **insured** or any person or organization for whom you may be legally responsible; or
 - 4) At or from any premises, site or location on which any **insured** or contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations:
 - a. If the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - b. If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Subparagraph 4) a. does not apply to **bodily injury** or **property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such **insured**, contractor or subcontractor.

OLD REPUBLIC UNION INSURANCE COMPANY

Subparagraphs 1) and 4) a. do not apply to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

This exclusion does not apply to **bodily injury** or **property damage** which is caused by the use or application by you, or on your behalf, of pesticides, herbicides, fungicides, fertilizers or other chemicals provided that all such use and applications meet all standards of any statute, ordinance, regulation or license requirement of any federal, state, or local government which apply to those operations. Those operations may include, but are not limited to the water treatment or purification of drinking water, operation of swimming pools, landscaping or gardening operations and educational chemistry laboratories.

- B. Any **loss**, cost or expense arising out of any:
- 1) Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - 2) **Claim** or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.
10. Any increase in **loss, occurrence**, accident, **claim** or **suit** from punitive or exemplary damages, or any damages which may be deemed uninsurable under the laws of the state in which this policy is issued.
11. Any **loss, occurrence**, accident, **claim** or **suit** arising, in whole or in part, out of silica or silica-related dust. As used in this exclusion:
- A. Silica means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, and silica dust or silica compounds.
 - B. Silica-related dust means a mixture or combination of silica and other dust or particles.
12. Any **loss, occurrence**, accident, **claim** or **suit** caused by:
- A. War, including undeclared or civil war;
 - B. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - C. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
13. Any **loss, occurrence**, accident, **claim** or **suit** arising out of the ownership, maintenance, permit, use or entrustment of any watercraft. Use includes the operation of loading or unloading. This exclusion does not apply to:
- A. A watercraft while ashore on premises you own, rent or lease.
 - B. Any watercraft that is:
 - 1) Less than 51 feet in length; and
 - 2) Not being used to carry persons or property for charge; and
 - 3) Not being used in any racing or stunting activity.
14. Any **claim** arising out of the ownership, maintenance or use of any airfields, runways, hangars, buildings or **other property** in connection with aviation activities, other than from buildings to which the general public is admitted.
15. Any liability, **loss**, arising, out of the failure of any **insured** to adequately supply gas, oil, electricity, or steam.

OLD REPUBLIC UNION INSURANCE COMPANY

16. Any **loss, occurrence, claim, suit**, arising, out of or resulting from:
- A. any violation of the Securities Act of 1933 as amended;
 - B. the Securities Exchange Act of 1934 as amended;
 - C. any state blue sky or securities laws or amendments thereto;
 - D. any similar state or federal laws or amendments thereto;
 - E. or any regulation issued pursuant to any of the foregoing statutes.
17. Any **loss, occurrence, accident, claim or suit** arising out of the manufacture, production, refining, or commercial transportation of gasoline, oil, natural or artificial fuel, gas, butane, methane, propane, or other liquefied petroleum gases, or other gases or air under pressure.
18. Any **loss, occurrence, accident, claim, suit**, arising out of or is alleged to arise out of **subsidence**.
19. Any **loss, occurrence, accident, claim or suit** arising out of:
- A. **Bodily injury** resulting from the ingestion, inhalation or absorption of, or any other exposure to any contaminated water;
 - B. Property damage arising from any contaminated water;
 - C. Personal injury arising from any contaminated water;
 - D. Any request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess the effects of contaminated water or;
 - E. Any request by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of contaminated water.
20. Any **loss, occurrence, accident, claim, suit** arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an unmanned aircraft. Use includes operation and loading or unloading.

This exclusion includes any **loss, occurrence, accident, claim, suit** arising against any **insured** alleged negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury, personal injury or property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**.

OLD REPUBLIC UNION INSURANCE COMPANY

SELF-INSURED PACKAGE POLICY

GENERAL LIABILITY COVERAGE PART

THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS.
PLEASE READ THE ENTIRE COVERAGE CAREFULLY.

INSURING AGREEMENTS

1. GENERAL LIABILITY COVERAGE

We will indemnify you for all sums an **insured** must pay as damages or **claim expense** because of **bodily injury, personal injury or property damage** to which this insurance applies, caused by an **occurrence** resulting from an **insured's** operations.

2. LIQUOR LIABILITY COVERAGE

We will indemnify you for all sums an **insured** must pay as damages or **claim expense** because of **bodily injury, personal injury or property damage** to which this insurance applies, caused by an **occurrence** resulting from the **insured** selling, distributing, serving or supplying alcoholic beverages.

3. INCIDENTAL MEDICAL MALPRACTICE COVERAGE

We will indemnify you for all sums an **insured** must pay as damages or **claim expense** because of **bodily injury or personal injury** to which this insurance applies, caused by an **occurrence** resulting from the rendering or failure to render **incidental medical services**.

4. MEDICAL PAYMENTS COVERAGE

We will indemnify you for all reasonable expenses you incur for necessary medical and funeral services to or for anyone sustaining **bodily injury or personal injury** from an **insured's** operations. We will only pay those expenses incurred, for services rendered within three years from the date of the **occurrence**. Medical Payments includes reasonable expenses for first aid, necessary medical, surgical, X-ray and dental services, hospital, professional nursing care and ambulance, including life flight expenses.

The above insuring agreements apply only if:

- A. The **bodily injury, personal injury or property damage** did not take place before the Retroactive Date stated in the Common Policy declarations, or after the end of the **policy period**; and
- B. A **claim** for damages because of **bodily injury, personal injury or property damage** is first made against an **insured** during the **policy period** or an Extended Reporting Period we provide for this coverage. For purposes of this coverage, a **claim** will be deemed to have been first made when notice of such **claim** is received by any **insured**, by the **insured's** contracted Claims Administrator, or by us, whichever comes first.
- C. Prior to the inception of this policy, or first such policy issued and continuously renewed by us, no **insured** knew of the alleged **bodily injury, personal injury or property damage**.

All **claims** for damages because of **bodily injury** to the same person, including damages claimed by any person or organization for the care, **loss** of services or death resulting at any time from **bodily injury**, will be deemed to have been made at the time the first of those **claims** is made against any **insured**.

All **claims** for damages because of **personal injury** to the same person or organization will be deemed to have been made at the time the first of those **claims** is made against any **insured**.

All **claims** for damages because of **property damage** causing **loss** to the same person or organization will be deemed to have been made at the time the first of those **claims** is made against any **insured**.

OLD REPUBLIC UNION INSURANCE COMPANY

WHO IS AN INSURED

1. You;
2. The **named insured's** past or presently elected or appointed officials, but only with respect to their duties as an official of the **named insured**;
3. Members of any governing body, agency, district, authority, committee, trustees, boards, commissions, or similar entity of the **named insured**, but only with respect to their duties as an official of the **named insured**; and
4. Your past and present **employees** or volunteers while acting within the course and scope of employment for you.

EXCLUSIONS

In addition to the Common Policy Exclusions this insurance does not apply to any of the following:

1. **Bodily injury, personal injury or property damage** expected or intended from the standpoint of the **insured**.

This exclusion does not apply to:

- A. **Bodily injury** resulting from the use of reasonable force to protect persons or property; or
- B. **Bodily injury** resulting from the use of corporal punishment, unless the use of corporal punishment is prohibited by law.

2. **Bodily injury or personal injury** to:

- A. An **employee** of the **insured** arising out of and in the course of:
 - 1) Employment by the **insured**; or
 - 2) Performing duties related to the conduct of the **insured's** operations; or
- B. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph A. above.

This exclusion applies:

- 1) Whether the **insured** may be liable as an employer or in any other capacity; and
- 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. **Bodily injury or personal injury** to:

- A. Any fellow **employee** of the **insured** arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of your business; or
- B. The spouse, child, parent, brother or sister of that fellow **employee** as a consequence of Paragraph A. above.

4. **Property damage** to property transported by the **insured** or in the **insured's** care, custody or control.
5. **Bodily injury, personal injury or property damage** arising out of the ownership, maintenance, use or entrustment to others of an **automobile**. This exclusion does not apply to **property damage** to property of the **insured's** passengers while such property is carried by an **automobile**.
6. **Property damage** to property owned, leased or rented by the **insured**.

We will recognize a limited exception to this exclusion for property damage caused by fire where the insured has agreed by written lease or rental agreement, entered into prior to the date of loss, to provide insurance for loss caused by fire. Coverage under this exception will not exceed your actual liability to the owner of the property or the Fire Damage Legal Liability Limit of Insurance shown on the Common Policy Declarations Limits of Insurance Schedule, whichever is lesser.

OLD REPUBLIC UNION INSURANCE COMPANY

7. Any **claim** arising out of the ownership, maintenance or use of any airfields, runways, hangars, buildings or **other property** in connection with aviation activities, other than from buildings to which the general public is admitted.
8. Any **claim** for the cost of investigation, disciplinary or criminal proceedings against an individual **insured**.
9. Any **claim** arising out of a professional service.
10. Any **claim** arising, in whole or in part, out of the ownership, maintenance or use of a **covered automobile**.
11. Any **claim** arising out of **employment practices**.
12. Any **claim** arising out of **law enforcement activities**.
13. Any **claim** arising out of **sexual abuse** or **sexual harassment**.
14. Any **claim** arising out of **employee benefits programs**.
15. Any **claim** arising out of **bodily injury** where you provided or were obligated to provide benefits under a workers' compensation, disability benefits or unemployment compensation law or similar law.
16. Any **claim** arising out of the **loss** of, **loss of use** of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

LIMIT OF INSURANCE

1. Regardless of the number of **insureds**, premiums paid, **claims** made or persons involved in an **occurrence**, the most we will pay for the total of all **loss** and **claim expense** resulting from any one **occurrence** is the Limit of Insurance stated in the Common Policy Declarations.
2. All **bodily injury, personal injury** or **property damage** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **occurrence**.
3. The most we will pay for all **claims** made or **suits** brought for **bodily injury, personal injury** or **property damage** to which this insurance applies is limited to the Annual Aggregate Limit of Insurance stated in the Common Policy Declarations.
4. If any **loss** is covered under more than one Insuring Agreement of this Coverage Part, the most we will pay for such **loss** shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements.

SELF-INSURED RETENTION

1. Our obligation to indemnify the **insured** applies only when the amount of **loss** and **claim expense** exceeds the Self-Insured Retention amount stated in the Common Policy Declarations per **occurrence**.
2. The Self-Insured Retention amount stated in the Common Policy Declarations applies to all damages sustained as a result of any one **occurrence** to which this insurance applies.

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - A. This policy or coverage is cancelled or not renewed; or
 - B. We renew or replace this coverage with insurance that:
 - 1) Has a Retroactive Date later than the date stated in the Common Policy Declarations; or
 - 2) Does not apply to **bodily injury, personal injury** or **property damage** on a Claims-Made basis.
2. The Extended Reporting Period does not extend the **policy period** or change the scope of coverage provided. It applies only to **claims** for **bodily injury, personal injury** or **property damages** that were first committed before the end of the **policy period** but not before the Retroactive Date stated in the Common Policy Declarations. Once in effect, the Extended Reporting Period may not be cancelled.

OLD REPUBLIC UNION INSURANCE COMPANY

3. An Extended Reporting Period of two years is available, but only by an endorsement and for an extra premium.

You must give us a written request for the Extended Reporting Period within 60 days after the end of the **policy period**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may consider the following:

- A. Your claims experience for **bodily injury, personal injury or property damage**;
- B. Previous types and amounts of insurance;
- C. Limits of insurance available under this coverage for future payment of damages; and
- D. Other related factors.

The additional premium will not exceed 100% of the annual premium for this coverage for each year of the Extended Reporting Period.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this coverage, applicable to the Extended Reporting Period, including a provision stating that the insurance afforded for **claims** first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting period starts.

4. If the Extended Reporting Period is in effect, we will provide an Extended Reporting Period Annual Aggregate Limit of Insurance as described below, but only for **claims** first received and recorded during the Extended Reporting Period.

The Extended Reporting Period Annual Aggregate Limit of Insurance will be equal to the amount stated in the Common Policy Declarations for this coverage under Limits of Insurance.

OLD REPUBLIC UNION INSURANCE COMPANY

SELF-INSURED PACKAGE POLICY
LAW ENFORCEMENT LIABILITY COVERAGE PART
THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS.
PLEASE READ THE ENTIRE COVERAGE CAREFULLY.

INSURING AGREEMENTS

1. LAW ENFORCEMENT ACTIVITIES COVERAGE

We will indemnify you for all sums you become legally obligated to pay, including **claim expense**, due to liability for, **bodily injury, personal injury or property damage** resulting from **law enforcement activities** as stated in the Common Policy Declarations.

2. INCIDENTAL MEDICAL SERVICES COVERAGE

We will indemnify you for all sums you become legally obligated to pay, including **claim expense**, due to liability for **bodily injury** or **personal injury** resulting from **incidental medical services** arising out of **law enforcement activities**.

3. MEDICAL PAYMENTS COVERAGE

We will indemnify you for all reasonable expenses you incur for necessary medical and funeral services to or for anyone sustaining **bodily injury** or **personal injury** resulting from **law enforcement activities**. We will only pay those expenses incurred, for services rendered within three years from the date of the **occurrence**. Medical payments include reasonable expenses for first aid, necessary medical, surgical, X-ray and dental services, hospital, professional nursing care and ambulance, including life flight expenses.

The above insuring agreements apply only if:

- A. The **bodily injury, personal injury** or **property damage** did not take place before the Retroactive Date stated in the Common Policy declarations, or after the end of the **policy period**;
- B. A **claim** for damages because of **bodily injury, personal injury** or **property damage** is first made against an **insured** during the **policy period** or an Extended Reporting Period we provide for this coverage. For purposes of this coverage, a **claim** will be deemed to have been first made when notice of such **claim** is received by any **insured**, by the **insured's** contracted Claims Administrator, or by us, whichever comes first; and
- C. Prior to the inception of this policy, or first such policy issued and continuously renewed by us, no **insured** knew of the alleged **bodily injury, personal injury** or **property damage**.

All **claims** for damages because of **bodily injury** to the same person, including damages claimed by any person or organization for the care, **loss** of services or death resulting at any time from **bodily injury**, will be deemed to have been made at the time the first of those **claims** is made against any **insured**.

All **claims** for damages because of **personal injury** to the same person or organization will be deemed to have been made at the time the first of those **claims** is made against any **insured**.

All **claims** for damages because of **property damage** causing **loss** to the same person or organization will be deemed to have been made at the time the first of those **claims** is made against any **insured**.

WHO IS AN INSURED

1. You;
2. Your **employees** engaged in **law enforcement activities**;
3. Anyone you have contractually agreed, prior to the commencement of the **bodily injury, personal injury** or **property damage**, to provide insurance for with respect to **law enforcement activities**; and
4. Anyone liable for the conduct of an **insured** with respect to **law enforcement activities**.

EXCLUSIONS

OLD REPUBLIC UNION INSURANCE COMPANY

In addition to the Common Policy Exclusions this insurance does not apply to any of the following:

1. Any **loss** or **claim** which is covered under any General Liability or Errors and Omissions Coverage Part of this policy, whether or not a limit is stated in the Limits of Insurance Schedule of the Common Policy Declarations.

2. **Bodily injury, personal injury or property damage** expected or intended from the standpoint of the **insured**.

This exclusion does not apply to:

- A. **Bodily injury** resulting from the use of reasonable force to protect persons or property; or
 - B. **Bodily injury** resulting from the use of corporal punishment, unless the use of corporal punishment is prohibited by law.
3. **Bodily injury or personal injury** to:
 - A. An **employee** of the **insured** arising out of and in the course of:
 - 1) Employment by the **insured**; or
 - 2) Performing the duties related to the conduct of the **insured's** business; or
 - B. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph A. above.

This exclusion applies:

- 1) Whether the **insured** may be liable as an employer or in any other capacity; and
 - 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
4. **Bodily injury or personal injury** to:
 - A. Any fellow **employee** of the **insured** arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of your business; or
 - B. The spouse, child, parent, brother or sister of that fellow **employee** as a consequence of Paragraph A. above.
 5. **Property damage** to property in your care, custody or control.

This exclusion does not apply to property that is held by you as evidence in a case, or property of inmates held by you while the inmate is in a prison, jail or holding cell you own, lease, rent or operate.
 6. Any **claim** or **suit** for **bodily injury, personal injury, or property damage** arising from the knowing and intentional:
 - A. Violation of any subsection of Title 42 of the U.S. Code; or
 - B. Deprivation of any rights protected under the United States Constitution or any State's or Territory's Constitution.
 7. Any act that is not reasonably related to the execution or enforcement of the law.
 8. Any **claim** for the cost of investigation, disciplinary or criminal proceedings against an **employee** of yours.
 9. Any **claim** or **suit** arising out of a breach of contract.
 10. Any **claim, suit, proceeding, demand or action** seeking relief or redress for anything other than monetary damages. This includes the cost of defense, expenses or fees you become legally obligated to pay as a result of such non-monetary damages.
 11. Any **claim** arising out of the use of an **automobile**.
 12. Any **claim** arising out of **employment practices**.
 13. Any **claim** arising out of **sexual abuse** or **sexual harassment**.
 14. Any **claim** arising out of **employee benefits programs**.

OLD REPUBLIC UNION INSURANCE COMPANY

LIMIT OF INSURANCE

1. Regardless of the number of persons injured, properties damaged, premiums paid, **claims** made or **suits** brought, the most we will pay for the total of all **loss** and **claim expense** resulting from any one **law enforcement activity** or series of **law enforcement activities** that are related in any manner is the Limit of Insurance stated in the Common Policy Declarations.
2. All **bodily injury, personal injury** and **property damage** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **law enforcement activity** or series of **law enforcement activities** that are related in any manner.
3. The most we will pay for all **claims** made or **suits** brought for **bodily injury, personal injury** or **property damage** to which this insurance applies is limited to the Annual Aggregate Limit of Insurance stated in the Common Policy Declarations.
4. If any **loss** is covered under more than one Insuring Agreement of this Coverage Part, the most we will pay for such **loss** shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements.

SELF-INSURED RETENTION

1. Our obligation to indemnify the **insured** applies only when the amount of **loss** and **claim expense** exceeds the Self-Insured Retention amount stated in the Common Policy Declarations per **claim**.
2. The Self-Insured Retention amount stated in the Common Policy Declarations applies to all damages sustained for any one **claim** to which this insurance applies.

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - A. This policy or coverage is cancelled or not renewed; or
 - B. We renew or replace this coverage with insurance that:
 - 1) Has a Retroactive Date later than the date stated in the Common Policy Declarations; or
 - 2) Does not apply to **bodily injury, personal injury** or **property damage** on a Claims-Made basis.
2. The Extended Reporting Period does not extend the **policy period** or change the scope of coverage provided. It applies only to **claims** for **bodily injury, personal injury** or **property damages** that were first committed before the end of the **policy period** but not before the Retroactive Date stated in the Common Policy Declarations. Once in effect, the Extended Reporting Period may not be cancelled.
3. An Extended Reporting Period of two years is available, but only by an endorsement and for an extra premium.

You must give us a written request for the Extended Reporting Period within 60 days after the end of the **policy period**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may consider the following:

- A. Your claims experience for **bodily injury, personal injury** or **property damage**;
- B. Previous types and amounts of insurance;
- C. Limits of insurance available under this coverage for future payment of damages; and
- D. Other related factors.

The additional premium will not exceed 100% of the annual premium for this coverage for each year of the Extended Reporting Period.

OLD REPUBLIC UNION INSURANCE COMPANY

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this coverage, applicable to the Extended Reporting Period, including a provision stating that the insurance afforded for **claims** first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting period starts.

4. If the Extended Reporting Period is in effect, we will provide an Extended Reporting Period Annual Aggregate Limit of Insurance as described below, but only for **claims** first received and recorded during the Extended Reporting Period.

The Extended Reporting Period Annual Aggregate Limit of Insurance will be equal to the amount stated in the Common Policy Declarations for this coverage under Limits of Insurance.

OLD REPUBLIC UNION INSURANCE COMPANY

SELF-INSURED PACKAGE POLICY
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS.
PLEASE READ THE ENTIRE COVERAGE CAREFULLY.

INSURING AGREEMENTS

1. ERRORS AND OMISSIONS LIABILITY COVERAGE

We will indemnify you for those sums that the **insured** becomes legally obligated to pay as damages and for **claim expense** arising from a **wrongful act** of an **insured**.

2. EMPLOYMENT PRACTICES COVERAGE

We will indemnify you for those sums that the **insured** becomes legally obligated to pay as damages and for **claim expense** arising from a violation of **employment practices** by an **insured**.

3. SEXUAL HARASSMENT LIABILITY COVERAGE

We will indemnify you for those sums that the **insured** becomes legally obligated to pay as damages and for **claim expense** arising from **sexual harassment** by an **insured**.

Insuring Agreements 1., 2. and 3. above apply only if:

- A. The **wrongful act**, violation of **employment practices** or **sexual harassment** is committed by an **insured** in the course and scope of their employment by an **insured**;
- B. The **wrongful act**, violation of **employment practices** or **sexual harassment** did not take place before the Retroactive Date stated in the Common Policy Declarations, or after the end of the **policy period**; and
- C. A **claim** for damages arising out of the **wrongful act**, violation of **employment practices** or **sexual harassment** is first made against an **insured** during the **policy period** or an Extended Reporting Period we provide for this coverage. For purposes of this coverage, a **claim** will be deemed to have been first made when notice of such **claim** is received by any **insured**, by the **insured's** contracted Claims Administrator or by us, whichever comes first.
- D. Prior to the inception of this policy, or first such policy issued and continuously renewed by us, no **insured** knew of the alleged **wrongful act**, violation of **employment practices** or **sexual harassment**, or of any related (actual or alleged) **wrongful act**, violation of **employment practices** or **sexual harassment**.

All **claims** for damages made because of a **wrongful act**, violation of **employment practices** or **sexual harassment**, or series of such acts, by one person or by more than one person, will be considered one **claim**. Notice to any insured of the first **claim** made will be the date for all such **claims**, whenever made.

WHO IS AN INSURED

- 1. You;
- 2. The **named insured's** past or presently elected or appointed officials, but only with respect to their duties as an official of the **named insured**;
- 3. Members of any governing body, agency, district, authority, committee, trustees, boards, commissions, or similar entity of the **named insured**, but only with respect to their duties as an official of the **named insured**; and
- 4. Your past and present **employees** or volunteers while acting within the course and scope of employment for you.

OLD REPUBLIC UNION INSURANCE COMPANY

EXCLUSIONS

In addition to the Common Policy Exclusions this insurance does not apply to any of the following:

1. Any **claim** or **suit** arising from the rendering of or failure to render a professional opinion, treatment, consultation or service provided by an **insured**, for compensation, to anyone except the **named insured**.
2. Any **claim** or **suit** involving the costs of investigation, disciplinary or criminal proceedings against any individual **insured**.
3. Any **claim** or **suit** arising out of **law enforcement activities**.
4. Any **claim** or **suit** arising out of the use of an **automobile**.
5. Any **claim** or **suit** arising out of **sexual abuse**.
6. Any **claim** or **suit** arising out of **employee benefits programs**.
7. Any **claim** or **suit** arising out of **bodily injury, personal injury, or property damage**.
8. Any **claim** or **suit** arising out of an **insured's** actual or alleged gaining personal profit or advantage to which they are not legally entitled, including compensation for employment which is in violation of any law of the United States, or any individual state.
9. Any **claim, suit, demand** or action seeking relief or redress that is not monetary damages, including declaratory relief, administrative relief or injunctive relief. This exclusion does not apply to any **claim** made with the Equal Employment Opportunity Commission or similar federal, state or local agency that handles or adjudicates violations of **employment practices**.
10. Any penalty, fine or expense for which the **insured** becomes liable arising out of any complaint or enforcement action with any federal, state or local governmental regulatory agency.
11. Any **claim** or **suit** arising out of any legally levied taxes, assessments, fees or similar payments made to the **insured**.
12. As respects INSURING AGREEMENT 1. ERRORS and OMISSIONS LIABILITY COVERAGE only, any **claim** or **suit** from:
 - A. An **employee** of the **insured** arising out of and in the course of:
 - 1) Employment by the **insured**; or
 - 2) Performing duties to the conduct of the **insured's** operations; or
 - B. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph A. above.

This exclusion applies:

- 1) Whether the **insured** may be liable as an employer or in any other capacity; and
- 2) To any obligation to share damages with or repay someone else who must pay damages.

LIMIT OF INSURANCE

1. Regardless of the number of **insureds**, premiums paid, **claims** made or persons involved in a **claim** or **suit**, the most we will pay for the total of all **loss** and **claim expense** resulting from any one **wrongful act** is the Limit of Insurance stated in the Common Policy Declarations.
2. The most we will pay for all **claims** made or **suits** brought during the **policy period** is limited to the Annual Aggregate Limit of Insurance stated in the Common Policy Declarations.
3. If any **loss** is covered under more than one Insuring Agreement of this Coverage Part, the most we will pay for such **loss** shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements.

OLD REPUBLIC UNION INSURANCE COMPANY

SELF-INSURED RETENTION

1. Our obligation to indemnify the **insured** applies only when the amount of **loss** and **claim expense** exceeds the Self-Insured Retention amount stated in the Common Policy Declarations per **claim**.
2. The Self-Insured Retention amount stated in the Common Policy Declarations applies to all damages sustained for any one **claim** or series of related **claims** to which this insurance applies.

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - A. This policy or coverage is cancelled or not renewed; or
 - B. We renew or replace this coverage with insurance that:
 - 1) Has a Retroactive Date later than the date stated in the Common Policy Declarations; or
 - 2) Does not apply to a **wrongful act**, violation of **employment practices** or **sexual harassment** on a Claims-Made basis.
2. The Extended Reporting Period does not extend the **policy period** or change the scope of coverage provided. It applies only to **claims** for **wrongful acts**, violations of **employment practices** or **sexual harassment** that were first committed before the end of the **policy period** but not before the Retroactive Date stated in the Common Policy Declarations. Once in effect, the Extended Reporting Period may not be cancelled.
3. An Extended Reporting Period of two years is available, but only by an endorsement and for an extra premium.

You must give us a written request for the Extended Reporting Period within 60 days after the end of the **policy period**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may consider the following:

- A. Your claims experience for **wrongful acts**, violations of **employment practices** and **sexual harassment**;
- B. Previous types and amounts of insurance;
- C. Limits of insurance available under this coverage for future payment of damages; and
- D. Other related factors.

The additional premium will not exceed 100% of the annual premium for this coverage for each year of the Extended Reporting Period.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this coverage, applicable to the Extended Reporting Period, including a provision stating that the insurance afforded for **claims** first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting period starts.

4. If the Extended Reporting Period is in effect, we will provide an Extended Reporting Period Annual Aggregate Limit of Insurance as described below, but only for **claims** first received and recorded during the Extended Reporting Period.

The Extended Reporting Period Annual Aggregate Limit of Insurance will be equal to the amount stated in the Common Policy Declarations for this coverage under Limits of Insurance.

OLD REPUBLIC UNION INSURANCE COMPANY

SELF-INSURED PACKAGE POLICY

SEXUAL ABUSE LIABILITY COVERAGE PART

THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS.
PLEASE READ THE ENTIRE COVERAGE CAREFULLY.

INSURING AGREEMENTS

1. We will indemnify you for those sums the **named insured** becomes legally obligated to pay as damages and **claim expense** because of **bodily injury** or **personal injury** to any person arising out of **sexual abuse** committed by any **insured** (as defined below) or more than one **insured** acting in concert.
2. We will indemnify the **legal defense costs** to an **employee**, volunteer, official or other person or persons you are legally obligated by contract to insure, but only if that person is proven innocent in a court of law for a covered act of **sexual abuse**.

The above insuring agreements apply only if:

- A. The act of **sexual abuse** did not take place before the Retroactive Date stated in the Common Policy Declarations, or after the end of the **policy period**; and
- B. A **claim** for damages arising out of an act of **sexual abuse** is first made against an **insured** during the **policy period** or an Extended Reporting Period we provide for this coverage. For purposes of this coverage, a **claim** will be deemed to have been first made when notice of such **claim** is received by any **insured**, by the **insured's** contracted Claims Administrator or by us, whichever comes first.
- C. Prior to inception of this policy, or first such policy issued and continuously renewed by us, no **insured** knew of:
 - 1) The alleged act of **sexual abuse**;
 - 2) Any related (actual or alleged) act(s) of **sexual abuse**; or
 - 3) The potential for a **claim** arising out of the circumstances of the alleged act of **sexual abuse**.

All **claims** based on or arising out of an act of **sexual abuse** or a series of causally connected acts of **sexual abuse** by any **insured** or more than one **insured** acting in concert shall be considered one **claim** and shall be deemed to have taken place when the first act of **sexual abuse** is committed, regardless of:

1. The number of persons **sexually abused**;
2. The number of locations where the act of **sexual abuse** happened;
3. The number of acts of **sexual abuse** prior to or after the first **claim** is made; or
4. The period of time over which the acts of **sexual abuse** took place, whether the **sexual abuse** is during, before or after the **policy period**.

WHO IS AN INSURED

1. The **named insured**;
2. Your **employees**, volunteers and officials, but only with respect to their duties for the **named insured**; and
3. Any person or persons you are legally obligated by contract to provide **sexual abuse** insurance for.

OLD REPUBLIC UNION INSURANCE COMPANY

EXCLUSIONS

In addition to the Common Policy Exclusions this insurance does not apply to any of the following:

1. Any **loss** which is covered under any General Liability, Law Enforcement Liability, or Errors and Omissions Coverage Part of this policy, whether or not a limit is stated in the Limits of Insurance Schedule of the Common Policy Declarations.
2. Any **claim** or **suit** for an act of **sexual abuse** that occurred prior to the Retroactive Date stated in the Common Policy Declarations.
3. Any **claim** or **suit** for **property damage**.
4. Any **claim** or **suit** arising out of the use of an **automobile**.
5. **Bodily injury** or **personal injury** to:
 - A. An **employee** of the **insured** arising out of and in the course of:
 - 1) Employment by the **insured**; or
 - 2) Performing the duties related to the conduct of the **insured's** business; or
 - B. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph A. above.

This exclusion applies:

- 1) Whether the **insured** may be liable as an employer or in any other capacity; and
- 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply if the **claim** or **suit** for **sexual abuse** is made by an **employee** and is not covered under Workers' Compensation or Employer's Liability Coverage.

6. Any **claim** or **suit** for injury which occurred after the **discovery** by any **insured** of any actual, attempted or pending alleged **sexual abuse** by the same perpetrator.
7. The indemnification of any individual **employee**, volunteer, official or other person or persons you are legally obligated by contract to insure for their individual liability for **bodily injury** due to an act of **sexual abuse**.
8. Any **claim**, **suit**, demand or action seeking relief or redress that is not monetary damages, including declaratory relief, administrative relief, or injunctive relief.
9. Any **claim** or **suit** arising out of any prior or pending **claims** or **suits**, including any future **claims** or **suits** arising out of those prior or pending **claims** or **suits**.

LIMITS OF INSURANCE

1. The per **claim** Limit of Insurance stated in the Common Policy Declarations and the rules below fix the most we will pay for **loss** and **claim expense** regardless of the number of:
 - A. **Insureds**;
 - B. Related **claims** made or **suits** brought;
 - C. Persons or organizations making **claims** or bringing **suits**; or
 - D. Acts of **sexual abuse**.
2. The most we will pay for all **claims** made or **suits** brought during the **policy period** is limited to the Annual Aggregate Limit of Insurance stated in the Common Policy Declarations.
3. If any **loss** is covered under more than one Insuring Agreement of this Coverage Part, the most we will pay for such **loss** shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements.

OLD REPUBLIC UNION INSURANCE COMPANY

SELF-INSURED RETENTION

1. Our obligation to indemnify the **named insured** applies only when the amount of **loss** and **claim expense** exceeds the Self-Insured Retention amount stated in the Common Policy Declarations per **claim**.
2. The Self-Insured Retention amount stated in the Common Policy Declarations applies to all damages sustained for any one **claim**, because of all acts of **sexual abuse** to which this insurance applies.

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - A. This policy or coverage is cancelled or not renewed; or
 - B. We renew or replace this coverage with insurance that:
 - 1) Has a Retroactive Date later than the date stated in the Common Policy Declarations; or
 - 2) Does not apply to an act of **sexual abuse** on a Claims-Made basis.
2. The Extended Reporting Period does not extend the **policy period** or change the scope of coverage provided. It applies only to **claims** for acts of **sexual abuse** that were first committed before the end of the **policy period** but not before the Retroactive Date stated in the Common Policy Declarations. Once in effect, the Extended Reporting Period may not be cancelled.
3. An Extended Reporting Period of two years is available, but only by an endorsement and for an extra premium.

You must give us a written request for the Extended Reporting Period within 60 days after the end of the **policy period**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may consider the following:

- A. The **insured's claims** experience for **sexual abuse claims**.
- B. Previous types and amounts of insurance;
- C. Limits of insurance available under this coverage for future payment of damages; and
- D. Other related factors.

The additional premium will not exceed 200% of the annual premium for this coverage for each year of the Extended Reporting Period.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this coverage, applicable to the Extended Reporting Period, including a provision stating that the insurance afforded for **claims** first received during such Extended Reporting period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an Extended Reporting Period Annual Aggregate Limit of Insurance as described below, but only for **claims** first received and recorded during the Extended Reporting Period.

The Extended Reporting Period Annual Aggregate Limit of Insurance will be equal to the amount stated in the Common Policy Declarations for this coverage under Limits of Insurance.

OLD REPUBLIC UNION INSURANCE COMPANY

DEFINITIONS

In addition to the Common Policy Definitions, the following definitions apply to this Coverage Part only.

1. **Discovery** means when any **insured** receives notice of an incident of **sexual abuse**, or should have known about an incident of **sexual abuse**. This can include any of the following:
 - A. A lawsuit alleging **sexual abuse**;
 - B. A demand for **money** or services due to an act of **sexual abuse**;
 - C. Any allegation of an act of **sexual abuse**;
 - D. When an **employee**, volunteer, official, or other person or persons you are legally obligated by contract to insure has admitted to an act of **sexual abuse**.
2. **Legal defense costs** means the expenses incurred in the defense of an act of **sexual abuse**, or series of acts of **sexual abuse**. **Legal defense costs** do not include the salaries, expenses and administrative costs of the **named insured** or your contracted Claims Administrator.

OLD REPUBLIC UNION INSURANCE COMPANY

SELF-INSURED PACKAGE POLICY
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS.
PLEASE READ THE ENTIRE COVERAGE CAREFULLY.

INSURING AGREEMENT

We will indemnify you for all sums the **insured** becomes legally obligated to pay as damages and for **claim expense** due to any act, error or omission negligently committed in the **administration** of your **employee benefit program** by an **insured** (as defined below).

The above insuring agreement applies only if:

1. The act, error or omission negligently committed in the **administration** of your **employee benefit program** did not take place before the Retroactive Date stated in the Common Policy Declarations or after the end of the **policy period**; and
2. A **claim** for damages, because of an act, error or omission negligently committed in the **administration** of your **employee benefit program** is first made against an **insured** during the **policy period** or any Extended Reporting Period we provide for this coverage. For purposes of this coverage, a **claim** will be deemed to have been first made when notice of such **claim** is received by any **insured**, by the **insured's** contracted Claims Administrator or by us, whichever comes first.
3. Prior to the inception of this policy, or first such policy issued and continuously renewed by us, no **insured** knew of the alleged act, error or omission, or of any related (actual or alleged) act, error or omission.

All **claims** based on or arising out of an act, error or omission, or a series of causally connected acts, errors or omissions, including damages claimed by an **employee** or an **employee's** dependents and beneficiaries, will be deemed to have taken place when the first of those **claims** is made against an **insured**.

WHO IS AN INSURED

1. You; and
2. Each of your **employees** who is or was authorized to administer your **employee benefit program**.

EXCLUSIONS

In addition to the Common Policy Exclusions, this insurance does not apply to:

1. Any **loss** which is covered under any General Liability, Law Enforcement Liability, or Errors and Omissions Liability Coverage Part of this policy, whether or not a limit is stated in the Limits of Insurance Schedule of the Common Policy Declarations.
2. Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any **insured**, including the willful or reckless violation of any statute.
3. **Bodily injury, personal injury or property damage.**
4. Any **claim** or **suit** arising out of the failure of performance of a contract by any insurer.
5. Any **claim** or **suit** arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.
6. Any **claim** or **suit** based upon:
 - A. A failure of any investment to perform;
 - B. Errors in providing information on past performance of investment vehicles; or
 - C. Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **employee benefit program**.

OLD REPUBLIC UNION INSURANCE COMPANY

7. Any **claim** or **suit** arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.
8. Any **claim** or **suit** for which any **insured** is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.
9. Any **claim** or **suit** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.
10. Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.
11. Any **claim** or **suit** arising out of **employment practices**.
12. Any **claim**, **suit**, demand or action seeking relief or redress that is not monetary damages, including declaratory relief, administrative relief or injunctive relief.
13. Any **claim** or **suit** arising out of any prior or pending **claims** or **suits**, including any future **claims** or **suits** arising out of those prior or pending **claims** or **suits**.

LIMITS OF INSURANCE

1. The **claim** Limit of Insurance stated in the Common Policy Declarations and the rules below fix the most we will pay for **loss** and **claim expense** regardless of the number of:
 - A. **Insureds**;
 - B. Related **claims** made or **suits** brought;
 - C. Persons or organizations making **claims** or bringing **suits**;
 - D. Acts, errors or omissions; or
 - E. Benefits included in your **employee benefit program**.However, the amount paid under this coverage shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefit program**.
2. The most we will pay for all **claims** made or **suits** brought for all acts, errors or omissions to which this insurance applies during the **policy period** is limited to the Annual Aggregate Limit of Insurance stated in the Common Policy Declarations.

SELF-INSURED RETENTION

1. Our obligation to indemnify the **insured** applies only when the amount of **loss** and **claim expense** exceeds the Self-Insured Retention amount stated in the Common Policy Declarations per **claim**.
2. The Self-Insured Retention amount stated in the Common Policy Declarations applies to all damages sustained for any one **claim**, because of all acts, errors or omissions to which this insurance applies.

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - A. This policy or coverage is cancelled or not renewed; or
 - B. We renew or replace this coverage with insurance that:
 - 1) Has a Retroactive Date later than the date stated in the Common Policy Declarations; or
 - 2) Does not apply to an act, error or omission on a Claims-Made basis.
2. The Extended Reporting Period does not extend the **policy period** or change the scope of coverage provided. It applies only to **claims** for acts, errors or omissions that were first committed before the end of the **policy period** but not before the Retroactive Date, stated in the Common Policy Declarations. Once in effect, the Extended Reporting Period may not be cancelled.

OLD REPUBLIC UNION INSURANCE COMPANY

3. An Extended Reporting Period of two years is available, but only by an endorsement and for an extra premium.

You must give us a written request for the Extended Reporting Period within 60 days after the end of the **policy period**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may consider the following:

- A. Your **claims** experience for acts, errors or omissions in the **administration** of your **employee benefits programs**;
- B. The **employee benefit programs** insured;
- C. Previous types and amounts of insurance;
- D. Limits of Insurance available under this coverage for future payment of damages; and
- E. Other related factors.

The additional premium will not exceed 100% of the annual premium for this coverage for each year of the Extended Reporting Period.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this coverage, applicable to the Extended Reporting Period, including a provision stating that the insurance afforded for **claims** first received during such Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an Extended Reporting Period Annual Aggregate Limit of Insurance as described below, but only for **claims** first received and recorded during the Extended Reporting Period.

The Extended Reporting Period Annual Aggregate Limit of Insurance will be equal to the Annual Aggregate amount stated in the Common Policy Declarations for this coverage under Limits of Insurance.

DEFINITIONS

In addition to the Common Policy Definitions, the following definitions apply to this Coverage Part only:

1. **Administration** means:
- A. Providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **employee benefit programs**;
 - B. Handling records in connection with the **employee benefit program**; or
 - C. Effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, **administration** does not include handling payroll deductions.

2. **Cafeteria plans** means plans authorized by applicable law to allow **employees** to elect to pay for certain benefits with pre-tax dollars.
3. **Claim** means any demand, or **suit**, made by an **employee** or an **employee's** dependents and beneficiaries, for damages as the result of an act, error or omission in the **administration** of your **employee benefit program**.

POLICY NUMBER: 822000 1168616

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOLOGICAL EXCLUSION

This endorsement modifies insurance provided under the following:

SELF-INSURED PACKAGE POLICY

The following is added to the COMMON POLICY EXCLUSIONS:

Any **loss, occurrence**, accident, **claim** or **suit** that is caused by, results from, is exacerbated by or otherwise impacted by any of the following:

- A. Any use, release, or escape of nuclear materials that results in any type of nuclear reaction or nuclear radiation or radioactive contamination at a level sufficient to cause harm to property; or
- B. Any use, release, dispersal or application of pathogenic biological materials or poisonous chemical materials in a quantity sufficient to cause harm to property; or
- C. Any use, release, dispersal or application of pathogenic biological materials or poisonous chemical materials in a quantity sufficient to cause harm to property.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 03 11 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES AMENDMENT

This endorsement modifies the insurance provided under the following:

SELF-INSURED PACKAGE POLICY

COMMON POLICY EXCLUSIONS, Exclusion 10., is deleted in its entirety and replaced by the following:

Damages of the following types:

- A. Any costs, civil fines, penalties or expenses levied or imposed against an **insured** arising from any complaint or enforcement action from any federal, state, or local government regulatory agency;
- B. Punitive damages, exemplary damages or the multiplied portion of any damage award, except where insurable by law and arising from violations of civil rights protected under 42 USC 1981 et seq. or State law; or
- C. Relief or redress in any form other than monetary damages, or fees, costs or expenses which an **insured** may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief.

Except as amended in this endorsement, this insurance is subject to all coverages, terms, and conditions in the policy to which this endorsement is attached

POLICY NUMBER: 822000 1168616

AR SIPP 08 05 07 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

SELF-INSURED PACKAGE POLICY

SCHEDULE

Description of Unmanned Aircraft	
1.	Unmanned Aircraft System (UAS) owned and operated by [REDACTED] under the COA Number [REDACTED]
2.	Unmanned Aircraft System (UAS) owned and operated by [REDACTED] under their existing FAA Blanket Area Public Safety COA [REDACTED]
3.	Unmanned Aircraft System (UAS) owned and operated by [REDACTED] under their existing FAA Blanket Area Public Safety COA [REDACTED]
4.	Unmanned Aircraft System (UAS) owned and operated by [REDACTED] under the COA Number [REDACTED]

Description of Operation(s) or Project(s)	
1.	[REDACTED]
2.	[REDACTED]
3.	[REDACTED]
4.	[REDACTED]

Limit of Insurance
Unmanned Aircraft Liability Aggregate Limit: \$1,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Exclusion 20. under COMMON POLICY EXCLUSIONS does not apply to **unmanned aircraft** described in the Schedule above, but only with respect to the operation(s) or project(s) described in the Schedule above.

If an Unmanned Aircraft Liability Aggregate Limit is shown in the Schedule above, the following provisions are added to the LIMITS OF INSURANCE section of the GENERAL LIABILITY COVERAGE PART:

1. Subject to the General Liability Annual Aggregate Limit, the Unmanned Aircraft Liability Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all **bodily injury, personal injury or property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 08 09 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYEE BENEFITS LIABILITY COVERAGE INCLUDED
WITH THE GENERAL LIABILITY COVERAGE PART
(CLAIMS-MADE)**

This endorsement modifies the insurance provided under the following:

SELF-INSURED PACKAGE POLICY

The LIMIT OF INSURANCE section is amended to include the following:

The Employee Benefits Liability Coverage Limit of Liability is included in, and not separate from or in addition to, the General Liability Annual Aggregate Limit.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 10 01 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LAW ENFORCEMENT LIABILITY COVERAGE INCLUDED
WITH THE GENERAL LIABILITY COVERAGE PART
(CLAIMS-MADE)**

This endorsement modifies the insurance provided under the following:

SELF-INSURED PACKAGE POLICY

The Law Enforcement Liability Coverage is included in the General Liability Coverage Part and the Limit of Liability is included in, and not separate from or in addition to, the General Liability Annual Aggregate Limit.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 13 02 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SEXUAL ABUSE LIABILITY COVERAGE PART
INCLUDED WITH ERRORS AND OMISSIONS LIABILITY
COVERAGE PART (CLAIMS-MADE)**

This endorsement modifies the insurance provided under the following:

SELF-INSURED PACKAGE POLICY

The SEXUAL ABUSE LIABILITY COVERAGE PART is included in the ERRORS AND OMISSIONS LIABILITY COVERAGE PART. The Sexual Abuse Liability Annual Aggregate Limit is included in, and not separate from or in addition to, the Errors and Omissions Liability Annual Aggregate Limit.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 20 00 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM NOTICE

This endorsement modifies the insurance provided under the following:

SELF-INSURED PACKAGE POLICY

In the event of a reportable claim, please notify the following:

Old Republic Specialty Insurance Underwriters
790 Township Line Road, Suite 230
Yardley, PA 19067

Attn: Claims Department
Email: claims@orsiu.com
Phone: 215-860-4960

Additionally, the **insured** shall provide a claims report to us, within ten (10) days after the end of each calendar quarter, of all open and closed claims submitted pertaining to the controlling underlying insurance or self-insured retention and which shall contain the following information:

Claimant, claim number, date of loss, description of loss, loss paid, expense paid, loss remaining reserve, expense remaining reserve and claim status.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 20 01 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF PROCESS

This endorsement modifies the insurance provided under the following:

SELF-INSURED PACKAGE POLICY

We designate the Superintendent of Insurance, Insurance Commissioner, Director of Insurance, or other officer specified by law, pursuant to the laws of the State where this policy is delivered, as our true and lawful attorney upon whom may be serviced any lawful process in any action, suit or proceeding instituted in the State in which this policy is delivered, by, or on behalf of, the **named insured** or any beneficiary hereunder arising out of this policy. We designate the General Counsel of the Old Republic Union Insurance Company, 307 N. Michigan Avenue, Chicago, Illinois 60601, as the person to whom the said officer is authorized to mail such process or true copy thereof.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 20 57 02 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM (GENERAL LIABILITY)

This endorsement modifies insurance provided under the following:

SELF-INSURED PACKAGE POLICY

The following is added to the EXCLUSIONS section of the GENERAL LIABILITY COVERAGE PART and the EXCLUSIONS section of the SEXUAL ABUSE LIABILITY COVERAGE PART, if applicable:

1. This insurance does not apply to:

TERRORISM

Any injury or damage arising, directly or indirectly, out of a **certified act of terrorism**.

2. The following definitions are added:

A. For the purposes of this endorsement, **any injury or damage** means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal injury**, as may be defined in this policy.

B. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** includes the following:

- 1) The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 99 63 05 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMBINED ANNUAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

SELF-INSURED PACKAGE POLICY

SCHEDULE

Coverages:

General Liability Coverage Part
Law Enforcement Liability Coverage Part
Errors and Omissions Liability Coverage Part
Sexual Abuse Liability Coverage Part
Employee Benefits Liability Coverage Part
Combined Annual Aggregate for all Participating Members: \$10,000,000

The following provisions supersede and replace any other Limits of Insurance in this policy, except as otherwise indicated:

LIMITS OF INSURANCE

- A. As specified in the above Schedule, our Limits of Insurance, in the aggregate, are the most we will indemnify you for all coverages listed in the Schedule above and will not exceed the Combined Annual Aggregate shown in the above Schedule.

This will be true regardless of:

- 1) The number of persons or organizations who are **insureds** under this policy;
- 2) The number of **claims** made against any or all **insureds**;
- 3) The number of persons or organizations making **claims**; or
- 4) The number of coverage parts of this policy.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 99 64 05 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANNUAL AGGREGATE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

SELF-INSURED PACKAGE POLICY

SCHEDULE

Coverages:

- General Liability Coverage Part
- Law Enforcement Liability Coverage Part
- Errors and Omissions Liability Coverage Part
- Sexual Abuse Liability Coverage Part
- Employee Benefits Liability Coverage Part

In addition to the Insured's Self-Insured Retentions shown in the COMMON POLICY DECLARATIONS, the **Insured** shall also be liable for all Ultimate Net Loss otherwise recoverable from us under this policy until the **Insured** has paid, as a result of any one or more **occurrences** or **wrongful acts** during the **policy period**, \$600,000 in **loss**. Once the annual aggregate deductible has been satisfied, any **loss** in excess of the Self-Insured Retentions shown in the COMMON POLICY DECLARATIONS will be recoverable subject to the Limits of Insurance in the COMMON POLICY DECLARATIONS.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 99 65 05 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS, DEFINITIONS AND EXCLUSIONS AMENDMENT

This endorsement modifies the insurance provided under the following:

SELF-INSURED PACKAGE POLICY

COMMON POLICY CONDITIONS. 9. E. is deleted in its entirety.

COMMON POLICY DEFINITIONS 2. **Bodily injury** is amended to include the following:
Bodily injury includes all reasonable medical expenses arising from such physical injury.

COMMON POLICY DEFINITIONS 4. **Claim Expense** paragraph A. is deleted.

COMMON POLICY DEFINITIONS, 11. **Incidental Medical Services** is deleted in its entirety and replaced with the following:

11. **Incidental Medical Services** means injury arising out of emergency medical services rendered or which should have been rendered to any person or persons during the **policy period** by any duly certified emergency medical technician, paramedic or nurse who is employed by or acting on behalf of an Insured to provide such services, but is not employed at a hospital, clinic or nursing home facility. **Incidental Medical Services** also includes the Medical Director, but only with respect to administrative duties.

COMMON POLICY EXCLUSIONS is amended to add the following:

21. Any liability arising out of state tort actions brought against a physician or a physician's assistant.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 99 66 05 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LAW ENFORCEMENT LIABILITY AMENDMENTS

This endorsement modifies insurance provided under the following:

SELF-INSURED PACKAGE POLICY

The following amendments are being made to the LAW ENFORCEMENT LIABILITY COVERAGE PART:

EXCLUSIONS 2. B. is deleted in its entirety and replaced with the following:

- B. **Bodily injury** in connection with the arrest or incarceration of persons (unless adjudicated to be a criminal act).

EXCLUSIONS 5. is deleted in its entirety and replaced with the following:

- 5. **Property damage** to property in your care, custody or control.
This exclusion does not apply to property that is held by you in connection with the impoundment or property, or the arrest or incarceration of persons. **Property damage** is sublimited to \$10,000 any one **occurrence**.

EXCLUSIONS 6. is deleted in its entirety and replaced with the following:

- 6. Any **claim** or suit for **bodily injury** or **property damage** arising from the fraudulent, dishonesty, criminal or intentional act of any **insured**. This exclusion does not apply to a Sheriff for the conduct by his deputies or employees.

COMMON POLICY DEFINITIONS

22. **Personal injury**, is amended to include the following for **law enforcement activities** only:

- H. Violation of civil rights, including the refusal to provide or delay providing medical services, medications or special medical diets to any person in the care, custody or control of an **insured** in a correctional facility or jail during the **policy period**;
- I. Erroneous service of process; or
- J. Discrimination.

COMMON POLICY EXCLUSIONS

3. is amended to include the following for Law Enforcement Liability only:

- C. Assumed by an **insured** in a written contract for medical services to be provided at correctional facilities or jails by duly certified emergency medical technicians, paramedics, nurses or law enforcement officers as described in such written contract. This exception only applies with respect to the violation of civil rights as covered under **personal injury** provided the violation of civil rights occurs subsequent to the execution of the written contract; and such written contract was in effect at the beginning of the **policy period** or becomes effective during the **policy period**.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 99 67 05 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION FOR DESIGNATED ACTIVITIES OR OPERATIONS

This endorsement modifies insurance provided under the following:

SELF-INSURED PACKAGE POLICY

SCHEDULE

Designated Person(s) or Organization(s):

Law enforcement agencies, their volunteers and **temporary workers** and licensed law enforcement contractors. However, this does not include any prisoner under the care, custody or control of any political subdivision or contractor to a political subdivision.

Designated Activities or Operations:

Additional insured status is applicable to the above persons or organizations during **law enforcement activities** who act on the **insured's** behalf, under the directive of a verbal or written agreement. Such person or organization is an additional insured only with respect to the duties related to the conduct of your business.

- A. WHO IS AN INSURED section of the General Liability Coverage Part is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to tort liability for **bodily injury, property damage or personal injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1) In the performance of your ongoing operations; or
- 2) In connection with premises owned by or rented to you.

However;

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or written agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or written agreement to provide for such additional insured.

Tort liability means liability that would be imposed by law in the absence of any contract or written agreement. Any person's or organization's status as an additional Insured under this endorsement ends when this policy terminates or the written contract or written agreement terminates, whichever occurs first.

- B. With respect to the insurance afforded to an additional insured, the following is added to the LIMITS OF INSURANCE section of the General Liability Coverage Part:

If coverage provided to the additional insured is required by a written contract or written agreement, the most we will pay on behalf of the additional insured is the lesser of the amount of insurance:

- 1) Required by the contract or written agreement; or
- 2) Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 99 68 05 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TAX COLLECTION

This endorsement modifies the insurance provided under the following:

SELF-INSURED PACKAGE POLICY

ERRORS AND OMISSIONS LIABILITY COVERAGE PART is amended to include the following INSURING AGREEMENT:

4. We will indemnify you for those sums that the **insured** becomes legally obligated to pay as damages arising from tax collection activities of an **insured**.

The following is added to EXCLUSIONS with respect the above INSURING AGREEMENT only:

14. Any **claim** or **suit** arising out of any failure to anticipate tax revenue shortfalls.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 99 69 05 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies the insurance provided under the following:

SELF-INSURED PACKAGE POLICY

The following exclusion is added to the COMMON POLICY EXCLUSIONS:

22. Any **loss, occurrence**, accident, **claim** or **suit** arising out of the transmission or contraction of any communicable disease including but not limited to any type of virus, any Human Immunodeficiency Viruses (HIV), any virus which is caused by, contributed to or exacerbated by or results from Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), or any other communicable disease of any nature.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- A. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- B. Testing for a communicable disease;
- C. Failure to prevent the spread of the disease; or
- D. Failure to report the disease to authorities.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.

POLICY NUMBER: 822000 1168616

AR SIPP 99 70 05 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

SELF-INSURED PACKAGE POLICY

COMMON POLICY CONDITIONS, 3. CANCELLATION is replaced by the following, which applies unless Paragraph B. of this endorsement applies:

3. NOTICE OF CANCELLATION

A. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

1) Cancellation for nonpayment of premium:

We may cancel this policy by mailing or delivering to the first **named insured** written notice of cancellation at least 10 days before the effective date of cancellation.

2) Cancellation for any other reason:

We may cancel this policy by mailing or delivering to the first **named insured** written notice of cancellation at least 60 days before the effective date of cancellation.

B. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

1) Nonpayment of premium;

2) Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

3) Activities or omissions by you which change or increase any hazard insured against;

4) Change in the risk which increases the risk of loss after we issued or renewed this policy, including an increase in exposure due to regulation, legislation, or court decision;

5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

6) The insured's violation or breach of any policy terms or conditions; or

7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph 3.B. to the first **named insured** at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for a reason described in Paragraphs 3.B.(2) through (7) above.

POLICY NUMBER: 822000 1168616

C. Premium Payments Due On New and Renewal Policies, including Installment Payments

- 1) If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs 3.C.2) and 3.C.3).
- 2) We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.
- 3) The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

The following is added to the COMMON POLICY CONDITIONS:

PREMIUMS

- A. The first **named insured** shown in the Declarations is responsible for the payment of all premiums.
- B. We will pay return premiums, if any, to the first **named insured**.

The following is added and supersedes any other provision to the contrary:

NONRENEWAL

- A. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first **named insured**, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
- B. We need not mail or deliver this notice if:
 - 1) We or another company within our insurance group have offered to issue a renewal policy; or
 - 2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- C. Any notice of nonrenewal will be mailed or delivered to the first **named insured**, mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- D. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.

Except as amended in the endorsement, this insurance is subject to all coverages, terms and conditions in the policy to which this endorsement is attached.